

JS 44 (Rev. 12-07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**  
DAKOTA CONDOMINIUM ASSOCIATION

**(b)** County of Residence of First Listed Plaintiff CLARK COUNTY, NV  
(EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorney's (Firm Name, Address and Telephone Number)  
SEE ATTACHMENT

**DEFENDANTS**  
UPONOR, INC.

County of Residence of First Listed Defendant DAKOTA COUNTY, MN  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)  
Peter C. Brown, Esq., Bremer Whyte Brown & O'Meara LLP,  
7670 West Lake Mead Blvd., Suite 225, Las Vegas, NV 89128

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

<b>CONTRACT</b>	<b>TORTS</b>	<b>FORFEITURE/PENALTY</b>	<b>BANKRUPTCY</b>	<b>OTHER STATUTES</b>
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury, Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input checked="" type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Mgmt. Relations <input type="checkbox"/> 730 Labor Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Impl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC DIWW (405(g)) <input type="checkbox"/> 864 SSJD Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable-Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities Commodities Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>		
<input type="checkbox"/> 210 Eminent Domain <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w Disabilities - Employment <input type="checkbox"/> 446 Amer. w Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding  
☒ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Recopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

One the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity).  
28 U.S.C.S. 1441(a); 28 U.S.C.S. 1332(d)(2)(a)

Brief description of cause:

Products Liability; Strict Liability; Breach of Express and Implied Warranties; Breach of Warranty of

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
 DEMAND \$ 5,000,000.00  
 JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions)

JUDGE

DOCKET NUMBER

DATE

05/18/2011

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING I/P

JUDGE

MAG JUDGE

PLAINTIFF ATTORNEYS

Scott K. Canepa, Esq.  
Terry W. Riedy, Esq.  
CANEPA REIDY & RUBINO  
851 S. Rampart Blvd., #160  
Las Vegas, NV 89145  
(702) 304-2335

Robert C. Maddox, Esq.  
Troy L. Isaacson, Esq.  
ROBERT C. MADDOX & ASSOCIATES  
3811 W. Charleston Blvd., #110  
Las Vegas, NV 89102  
(702) 366-1900

J. Randal Jones, Esq.  
KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway,  
17th Floor  
Las Vegas, NV 89169  
(702) 385-6000

Francis Lynch, Esq.  
LYNCH, HOPPER & SALZANO, LLP  
231 S. Third St., #130  
Las Vegas, NV 89101  
(702) 868-1115

James C. Carraway, Esq.  
CARRAWAY & ASSOCIATES, LLC  
7674 West Lake Mead Blvd., Suite 215  
Las Vegas, NV 89128  
(702) 632-1580

1 PETER C. BROWN, ESQ.  
 Nevada State Bar No. 5887  
 2 BREMER WHYTE BROWN & O'MEARA LLP  
 7670 WEST LAKE MEAD BOULEVARD  
 3 SUITE 225  
 LAS VEGAS, NV 89128  
 4 TELEPHONE: (702) 258-6665  
 FACSIMILE: (702) 258-6662  
 5 pbrown@bremerandwhyte.com

6 Attorneys for Defendant,  
 UPONOR, INC.

8  
 9  
**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

10 DAKOTA CONDOMINIUM ASSOCIATION, a ) Case No.  
 11 Nevada non-profit community association, )  
 individually and in its representative capacity; )  
 12 DOE Homeowner/Condominium/Community ) **UPONOR, INC.'S NOTICE OF**  
 Associations 1-10,000; DOE/ROE PERSONS 1- ) **REMOVAL TO THE UNITED STATES**  
 13 250,00, ) **DISTRICT COURT FOR THE**  
 ) **DISTRICT OF NEVADA**

14 Plaintiffs, )

15 vs. )

16 WIRSBO COMPANY, an Illinois corporation; )  
 17 UPONOR WIRSBO COMPANY, an Illinois )  
 company; UPONOR, INC., an Illinois )  
 18 corporation; UPONOR CORPORATION, a )  
 Finnish corporation, UPONOR NORTH )  
 19 AMERICA, INC., a Delaware corporation; DOE )  
 INDIVIDUALS 1-20,00 and ROE BUSINESS or )  
 20 GOVERNMENTAL ENTITIES 1-20,000, )

21 Defendants. )

22 **COMES NOW** UPONOR, INC., a Minnesota Corporation, by and through its counsel of  
 23 record, BREMER WHYTE BROWN & O'MEARA, LLP, and submits this Notice of Removal to  
 24 the United States District Court for the District of Nevada.

25 **PLEASE TAKE NOTICE** that UPONOR, INC., a Minnesota Corporation, hereby  
 26 removes the state action entitled "*DAKOTA CONDOMINIUM ASSOCIATION, a Nevada non-*  
 27 *profit community association, individually and in its representative capacity; DOE*  
 28 *Homeowner/Condominium/Community Associations v. WIRSBO COMPANY, an Illinois*

1 corporation; UPONOR WIRSBO COMPANY, an Illinois company; UPONOR, INC., an Illinois  
 2 corporation; UPONOR CORPORATION, a Finnish corporation, UPONOR NORTH AMERICA,  
 3 INC., a Delaware corporation;" Case No. A638395, filed in the Eighth Judicial District Court for  
 4 the State of Nevada in and for the County of Clark to this Court. The grounds for removal are:

5 1. Removal is appropriate pursuant to 28 U.S.C. §1441(a) because this Court has  
 6 original jurisdiction over this proposed class action founded on Diversity of Citizenship pursuant to  
 7 28 U.S.C. §1332(d)(2)(A). Pursuant to the claims set forth in Plaintiffs' Amended Complaint, the  
 8 matters in controversy allegedly exceed \$5,000,000.00 based on Plaintiffs' alleged damages,  
 9 exclusive of interests and costs, and diversity exists between a member of the proposed class of  
 10 Plaintiffs and UPONOR, INC., as follows:

11 a. Upon information and belief, a member of the proposed  
 12 class of Plaintiffs is a citizen of the State of Nevada.

13 b. Defendant UPONOR, INC. is a citizen of the State of  
 14 Minnesota as it maintains its corporate offices in  
 15 Minnesota and has its principal place of business in  
 16 Minnesota as well.

17 2. While UPONOR, INC. has not been formally served with Plaintiffs' Amended  
 18 Complaint it has received, informally, a copy of that pleading from Plaintiffs' counsel. However,  
 19 UPONOR, INC. filed a Notice of Appearance and Initial Appearance Fee Disclosure on May 17,  
 20 2011. This Notice is therefore timely filed within thirty (30) days of service, as required by 28  
 21 U.S.C. §1446(b).

22 3. Pursuant to 28 U.S.C. 1446(a), UPONOR, INC., provides this Court with copies of  
 23 the following documents:

24 a. **Amended Complaint**, attached hereto collectively as Exhibit "1";

25 b. **Summons**, attached hereto collectively as Exhibit "2"

26 c. UPONOR, INC.'s **Initial Appearance Fee Disclosure and Notice of**  
 27 **Appearance** attached hereto collectively as Exhibit "3";

d. UPONOR, INC.'s **Notice of Removal of Action** attached hereto as Exhibit "4".

4. A copy of this Notice is being filed concurrently with the clerk of the Clark County District Court and served on Plaintiffs' counsel.

Dated: May 18, 2011

BREMER WHYTE BROWN & O'MEARA LLP

By: 

Peter C. Brown, Esq.  
Nevada State Bar No. 5887  
Attorneys for Third-Party Defendants  
UPONOR, INC. and UPONOR  
CORPORATION

**CERTIFICATE OF FACSIMILE & MAILING**

The undersigned hereby certifies that on the \_\_\_\_ day of May 2011, I served a copy of the foregoing **NOTICE OF REMOVAL OF ACTION TO THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA** by transmitting via facsimile to the below facsimile number and by causing a copy of the same to be duly deposited in the United States mail, postage prepaid, addressed to:

Robert C. Maddox, Esq.  
Troy L. Isaacson, Esq.  
**ROBERT C. MADDOX & ASSOCIATES**  
3811 W. Charleston Blvd., #110  
Las Vegas, NV 89102  
**FACSIMILE: (702) 366-1999**

Scott K. Canepa, Esq.  
Terry W. Riedy, Esq.  
**CANEPA REIDY & RUBINO**  
851 S. Rampart Blvd., #160  
Las Vegas, NV 89145  
**FACSIMILE: (702) 304-2336**

J. Randal Jones, Esq.  
**KEMP, JONES & COULTHARD, LLP**  
3800 Howard Hughes Parkway,  
17th Floor  
Las Vegas, NV 89169  
**FACSIMILE: (702) 385-6001**

Francis Lynch, Esq.  
**LYNCH, HOPPER & SALZANO, LLP**  
231 S. Third St., #130  
Las Vegas, NV 89101  
**FACSIMILE: (702) 868-1114**

James C. Carraway, Esq.  
**CARRAWAY & ASSOCIATES, LLC**  
7674 West Lake Mead Blvd., Suite 215  
Las Vegas, NV 89128  
**FACSIMILE: (702) 632-1581**

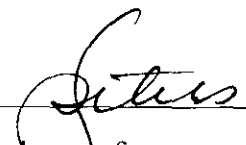
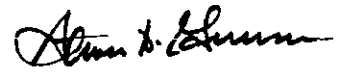
  
\_\_\_\_\_  
An Employee of  
**BREMER-WHYTE BROWN & O'MEARA, LLP**

EXHIBIT “1”

EXHIBIT “1”

Electronically Filed  
04/27/2011 09:56:46 AM



CLERK OF THE COURT

1 ACOM  
SCOTT K. CANEPA, ESQ.  
2 Nevada Bar No. 004556  
TERRY W. RIEDY, ESQ.  
3 Nevada State Bar No. 003895  
CANEPA RIEDY & RUBINO  
4 851 South Rampart Boulevard, Suite 160  
Las Vegas, Nevada 89145-4885  
5 Tel. (702) 304-2335  
Fax: (702) 304-2336  
6  
ROBERT C. MADDOX, ESQ.  
7 Nevada Bar No. 004002  
TROY L. ISAACSON, ESQ.  
8 Nevada Bar No. 006690  
MADDOX, ISAACSON & CISNEROS  
9 3811 W. Charleston, Suite 110  
Las Vegas, Nevada 89101  
10 Tel. (702) 366-1900  
Fax (702) 366-1999  
11  
J. RANDALL JONES, ESQ.  
12 Nevada Bar No. 001927  
KEMP JONES & COULTHARD, LLP  
13 3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89169  
14 Tel. (702) 385-6000  
Fax (702) 385-6001  
15  
FRANCIS LYNCH, ESQ.  
16 Nevada Bar No. 004145  
LYNCH HOPPER & SALZANO, LLP  
17 1640 Alta Drive, Suite 11  
Las Vegas, Nevada 89106  
18 Tel. (702) 868-1115  
Fax (702) 868-1114  
19  
JAMES C. CARRAWAY, ESQ.  
20 Nevada Bar No. 007642  
CARRAWAY & ASSOCIATES, LLC  
21 7674 W. Lake Mead Blvd. #215  
Las Vegas, Nevada 89128  
22 Te. (702) 632-1580  
Fax (702) 632-1581  
23 *Class Counsel*

24 DISTRICT COURT

25 CLARK COUNTY, NEVADA

26 \* \* \*

27 DAKOTA CONDOMINIUM ASSOCIATION, ) CASE NO. A638395  
INC., a Nevada non-profit community association, ) DEPT. NO. XXII  
28 individually and in its representative capacity: )

CANEPA RIEDY & RUBINO  
851 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4885  
Telephone (702) 304-2335 Facsimile (702) 304-2336



1 DOE Homeowner/Condominium/Community )  
 Associations 1-10,000; DOE/ROE PERSONS 1 - )  
 2 250,000, )

3 Plaintiffs, )

4 vs. )

5 WIRSBO COMPANY, an Illinois corporation; )  
 UPONOR WIRSBO COMPANY, an Illinois )  
 6 company; UPONOR, INC., an Illinois corporation; )  
 UPONOR CORPORATION, a Finnish )  
 7 corporation, UPONOR NORTH AMERICA, INC., )  
 a Delaware corporation; DOE INDIVIDUALS 1- )  
 8 20,000 and ROE BUSINESS or )  
 GOVERNMENTAL ENTITIES 1-20,000, )

9 Defendants. )  
 10

**FIRST AMENDED COMPLAINT FOR DAMAGES AND OTHER RELIEF**

***Exempt from Arbitration:***

1. *Declaratory Relief*
2. *Damages exceeding \$50,000*
3. *Construction defects*
4. *Significant issues of public policy*
5. *Class action*

11 COME NOW Plaintiffs, the DAKOTA CONDOMINIUM ASSOCIATION, INC., DOE  
 12 Homeowner/Condominium/Community Associations 1-10,000 and DOE/ROE PERSONS 1 - 250,000,  
 13 individually, in their representative capacities and as class representatives, and hereby complain, allege  
 14 and state as follows:

15  
 16 **I.**  
**INTRODUCTION**

17 1. This is a class action for damages and other relief brought pursuant to NRCP 23 and NRS  
 18 Chapter 40 on behalf of all similarly-situated owners of residences, Nevada Common Interest  
 19 Communities, and others in the Las Vegas Valley who have suffered damage as a result of owning  
 20 homes with, or whose members' homes contain, defective high zinc Wirsbo brand plumbing systems  
 21 and attendant high zinc brass plumbing components (which includes: ball valves, pressure reducing  
 22 valves, shut-off valves, angle stops, isolation valves, gate valves, recirculation pumps, swing check  
 23 valves, ice box shut-off valves, washing machine box shut-off valves and hose bibs).

24  
 25 **II.**  
**PARTIES**

26 2. At all times relevant hereto, the following Homeowner/Condominium/Community  
 27 Associations are Nevada Common Interest Communities who own and are responsible for the  
 28 maintenance and repair of certain real property located in the Las Vegas Valley, and hereby bring this

CANEPA RIEDY & RUBINO  
 801 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4885  
 Telephone (702) 394-2335 Facsimile (702) 394-7336

1 action individually, as class representatives, in their representative capacities and on behalf of those who  
 2 are similarly-situated pursuant to the authority granted by Nevada law, including NRS Chapter 116, NRS  
 3 116.3102(1)(d), NRS Chapter 40 and by and through their governing documents, and have standing to  
 4 assert constructional defect claims for defective high zinc Wirsho brand plumbing systems and attendant  
 5 high zinc brass plumbing components in their representative capacities on behalf of their members for  
 6 these common defects in individual units of a common-interest community. *D.R. Horton, Inc. v. Eighth*  
 7 *Judicial Dist. Court*, 215 P.3d 697 (Nev. 2009):

8           A.     The DAKOTA CONDOMINIUM ASSOCIATION, INC., a non-profit  
 9                 corporation organized and existing under and by virtue of the laws of the State  
 10                of Nevada. At issue are 173 units in the Dakota condominium community  
 11                located at various addresses on Peachy Canyon Circle in Las Vegas, Nevada.  
 12           B.     DOE Homeowner/Condominium/Community Associations 1-10,000, whose  
 13                 identities are presently unknown, are the subject of ongoing discovery, and  
 14                therefore are sued under fictitious names. DOE/ROE  
 15                Homeowner/Condominium/Community Associations 1-10,000 are Nevada  
 16                Common Interest Communities who own and are responsible for the maintenance  
 17                and repair of certain real property located in the Las Vegas Valley by and through  
 18                the authority granted by Nevada law, including NRS Chapter 116, NRS  
 19                116.3102(1)(d), NRS Chapter 40 and by and through their governing documents,  
 20                and have standing to assert constructional defect claims for defective high zinc  
 21                Wirsho brand plumbing systems and attendant high zinc brass plumbing  
 22                components in their representative capacities on behalf of their members for  
 23                these common defects in individual units of a common-interest community. *D.R.*  
 24                *Horton, Inc. v. Eighth Judicial Dist. Court*, 215 P.3d 697 (Nev. 2009). Plaintiffs  
 25                will seek leave to amend this Complaint to allege their true names and capacities  
 26                as they are ascertained.

27           3.     At all times relevant hereto, the following persons, or their successors-in-interest, own  
 28                certain real property in the Las Vegas Valley with defective high zinc Wirsho brand plumbing systems

CANEPA RIJEDY & RUBINO  
 801 South Ranipier Boulevard, Suite 100 • Las Vegas, Nevada 89145-4885  
 Telephone (702) 364-2335 Facsimile (702) 364-2336

1 and attendant high zinc brass plumbing components, and bring this action individually, as class  
 2 representatives and on behalf of those who are similarly-situated:

3 A. DOE/ROE persons 1 - 250,000, whose identities are presently unknown, are the  
 4 subject of ongoing discovery, and are therefore sued under fictitious names.  
 5 DOE/ROE persons 1 - 250,000 are the owners of certain real property in the Las  
 6 Vegas Valley with defective high zinc Wirsbo brand plumbing systems and  
 7 attendant high zinc brass plumbing components and bring this action  
 8 individually, as class representatives and on behalf of those who are similarly-  
 9 situated. Plaintiffs will seek leave to amend this Complaint to allege their true  
 10 names and capacities as they are ascertained.

11 4. Plaintiffs seek declaratory relief to resolve any controversies regarding their capacity or  
 12 standing to sue, whether as the real party in interest or as a proper party or class representatives.

13 5. The "Subject Homes" are all homes in the Las Vegas Valley which contain defective high  
 14 zinc Wirsbo brand plumbing systems and attendant high zinc brass plumbing components. The defective  
 15 plumbing systems and components have prematurely failed due to dezincification corrosion of the high  
 16 zinc component parts. These defects have caused resulting damage to persons and/or property, including  
 17 but not limited to product failures, dezincification corrosion, leaks, blockages, loss of use and function  
 18 of the plumbing system and related improvements and/or appliances provided by others, resultant  
 19 damage to the Subject Homes and the work of others (e.g., water loss, damage to framing, drywall and/or  
 20 other building materials), resultant damage to water quality, economic losses including costs of  
 21 maintenance and/or repair, and all reasonable fees, costs, interest and/or expenses associated therewith.  
 22 These damages and others are expected to increase over time as the defective systems and components  
 23 continue to fail.

24 6. Plaintiffs are informed and believe, and thereon allege, that the following defendants  
 25 are/were responsible for the design, development, testing, manufacture, distribution, supply, marketing,  
 26 sale and warranting of defective high zinc Wirsbo brand plumbing systems and attendant high zinc brass  
 27 plumbing components in the Las Vegas Valley and/or were involved in the planning, development,  
 28 design, construction, warranting, repair, selection of materials, supply of materials, installation of

1 materials and/or sale of the Subject Homes, which contain defective high zinc Wirsbo brand plumbing  
 2 systems and attendant high zinc brass plumbing components, and proximately caused the injuries and  
 3 damages herein alleged:

4           A. Defendant UPONOR, INC. is a foreign (Illinois) company that designs, develops,  
 5 manufactures, distributes, markets, and sells plumbing and pipe products and  
 6 components into the State of Nevada by itself and/or by and through its alter-  
 7 egos, agents, predecessors in interest and/or other representatives.

8           B. Defendant UPONOR CORPORATION is a Finnish corporation and parent of  
 9 Defendant UPONOR, INC. that designs, develops, manufactures, distributes,  
 10 markets, and sells plumbing and pipe products and components into the State of  
 11 Nevada by itself and/or by and through its alter-egos, agents, predecessors in  
 12 interest and/or other representatives.

13           C. Defendant WIRSBO COMPANY is a foreign (Illinois) company that designs,  
 14 develops, manufactures, distributes, markets, and sells plumbing and pipe  
 15 products and components into the State of Nevada by itself and/or by and through  
 16 its alter-egos, agents, predecessors in interest and/or other representatives.

17           D. Defendant UPONOR WIRSBO COMPANY is a foreign (Illinois) company that  
 18 designs, develops, manufactures, distributes, markets, and sells plumbing and  
 19 pipe products and components into the State of Nevada by itself and/or by and  
 20 through its alter-egos, agents, predecessors in interest and/or other  
 21 representatives.

22           E. Defendant UPONOR NORTH AMERICA, INC. is a foreign (Delaware)  
 23 company that designs, develops, manufactures, distributes, markets, and sells  
 24 plumbing and pipe products and components into the State of Nevada by itself  
 25 and/or by and through its alter-egos, agents, predecessors in interest and/or other  
 26 representatives.

CANEPA RIEDY & RUBINO  
 811 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4886  
 Telephone (702) 836-2335 Facsimile (702) 391-2336

F. Hereinafter Defendants UPONOR, INC.; UPONOR CORPORATION; WIRSBO COMPANY; UPONOR WIRSBO COMPANY and UPONOR NORTH AMERICA, INC. may collectively be referred to as "UPONOR".

G. DOE INDIVIDUALS 1-20,000 and ROE BUSINESS or GOVERNMENTAL ENTITIES 1-20,000, whose identities are presently unknown, are the subject of ongoing discovery, and therefore are sued under fictitious names. DOE INDIVIDUALS 1-20,000 and ROE BUSINESS or GOVERNMENTAL ENTITIES 1-20,000 were responsible for and engaged in the design, development, testing, manufacture, distribution, supply, marketing, sale and warranting of the defective high zinc Wirsbo brand plumbing systems and attendant high zinc brass plumbing components in the Las Vegas Valley and/or were involved in the planning, development, design, construction, warranting, repair, selection of materials, supply of materials, installation of materials and/or sale of the Subject Homes, which contain defective high zinc Wirsbo brand plumbing systems and attendant high zinc brass components, and proximately caused the injuries and damages herein alleged. Plaintiffs will seek leave to amend this Complaint to allege their true names and capacities as they are ascertained.

7. Hereinafter Defendants UPONOR; DOE INDIVIDUALS 1-20,000 and ROE BUSINESS or GOVERNMENTAL ENTITIES 1-20,000 may be collectively referred to as "Defendants".

8. On March 5, 2010, Plaintiff DAKOTA CONDOMINIUM ASSOCIATION, INC., individually, on behalf of its members and on behalf of similarly situated homeowners associations and homeowners put UPONOR on NRS Chapter 40 notice of constructional defects notifying it/them that the high zinc Wirsbo brand plumbing systems and attendant high zinc brass components installed at the Dakota condominium community and throughout the Las Vegas Valley are unsuitable for use and are defective because they corrode under normal and reasonably foreseeable use. By letter dated March 22, 2010, UPONOR disclaimed responsibility, contending that it/they did not qualify as a "subcontractor" or "supplier" as set forth in the NRS Chapter 40 statutory scheme and that NRS Chapter 40 does/did not

1 apply to it/them. **Exhibit 1.** Therefore, it is/was not necessary for other Plaintiffs, including other class  
 2 representatives, to provide Chapter 40 notice to UPONOR.

3 9. Based on a valid and reliable representative sampling, Plaintiffs allege that the defective  
 4 high zinc Wirsbo brand plumbing systems and attendant high zinc brass component defects are original  
 5 common defects that exist in the Subject Homes, as stated above, unless otherwise repaired, altered or  
 6 modified subsequent to original sale.

7 10. Plaintiffs allege and assert that they have had to obtain legal counsel with the firms  
 8 Canepa, Riedy & Rubino; Maddox, Isaacson & Cisneros; Kemp Jones & Coulthard, LLP; Lynch Hopper  
 9 & Salzano, LLP and Carraway & Associates, LLC to represent them in the underlying claim and in this  
 10 legal action, and therefore they are entitled by NRS Chapter 40, other statutes and common law to  
 11 recover, amongst other damages and entitlements therein, their reasonable attorney's fees, expert fees,  
 12 costs, expenses and interest upon the same as part of any judgment rendered in this matter.

### 13 **III.** 14 **JURISDICTION AND VENUE**

15 11. This Court has jurisdiction in this matter, and venue is proper, in that the basis of this  
 16 Complaint arises from Defendants' design, development, testing, manufacture, distribution, supply,  
 17 marketing, sale and warranting of the defective high zinc Wirsbo brand plumbing systems and attendant  
 18 high zinc brass plumbing components in the Las Vegas Valley and/or from Defendants' planning,  
 19 development, design, construction, warranting, repair, selection of materials, supply of materials,  
 20 installation of materials and/or sale of the Subject Homes, which are all located in the Las Vegas Valley,  
 21 and which contain defective high zinc Wirsbo brand plumbing systems and attendant high zinc brass  
 22 components.

### 23 **IV.** 24 **CLASS ACTION ALLEGATIONS**

25 12. A class action is alleged pursuant to Rule 23 of the Nevada Rules of Civil Procedure. The  
 26 class consists of owners of residences, Nevada Common Interest Communities, and others in the Las  
 27 Vegas Valley whose homes, or whose members' homes, contain defective high zinc Wirsbo brand  
 28 plumbing systems and attendant high zinc brass plumbing components.





CANEPA RIEDY & RUBINO  
281 South Raintree Boulevard, Suite 160 • Las Vegas, Nevada 89145-4885  
Telephone (702) 364-2335 Fax (702) 364-2336

21. Wirsbo PEX, which was installed and used in the Subject Homes, is a plastic pipe product designed to distribute potable water. It is made of crosslinked polyethelene. Polyethylene, referred to as PE, is the raw material and the X refers to the crosslinking of the polyethylene across its molecular chains.

22. Brass is an alloy primarily composed of copper and zinc. The high zinc Wirsbo brass fittings and other attendant high zinc brass plumbing components installed and used as part of the plumbing systems in the Subject Homes are corroding due to a well-known chemical reaction called dezincification. "High zinc" means having a zinc content of greater than 15% and/or not otherwise treated to resist dezincification. Dezincification is a form of selective leaching, or removal of an element (zinc) from the brass alloy by corrosion. As a result, the high zinc brass fittings and attendant components become porous, brittle and blocked with zinc oxide and/or zinc carbonate, inevitably leading to restricted water flow, corrosion, cracks and leaks. Therefore, the installation and use of high zinc brass fittings and attendant high zinc brass plumbing components in the Subject Homes causes substantial injury/damage to Plaintiffs by impairing the ability of the plumbing system to effectively operate as a domestic water delivery system.

23. Plaintiffs are informed and believe, and thereon allege, that the above-referenced high zinc brass plumbing deficiencies and defective conditions have proximately caused damage to Plaintiffs. Said damages include, but are not limited to: dezincification corrosion, plumbing blockages, loss of function, loss of integrity, cracks, weeps, leaks, system failures and damage to other property, appliances and components. Plaintiffs are informed and believe that these damages are pervasive and exist in the Subject Homes.

24. The Subject Homes may have suffered damages in other ways and to other extents not presently known to Plaintiffs, and not specified above. Plaintiffs reserve the right to amend this Complaint upon discovery of any additional damages not referenced herein, and/or to present evidence of the same at the time of trial of this action.

25. Based on a valid and reliable representative sampling, other property inspections, Association maintenance and/or repair records, and based on expert investigation and work, Plaintiffs allege that the plumbing system defects described above with particularity are original common defects



1 that exist in the Subject Homes, as stated above, unless the homes were otherwise repaired, altered or  
2 modified subsequent to original sale.

3 26. Plaintiffs allege and assert that their claim and this legal action have all been brought in  
4 a timely manner and within the applicable statute of limitations and repose periods.

5 27. Plaintiffs allege and assert that they have had to obtain legal counsel with the firms of  
6 Canepa, Riedy & Rubino; Maddox, Isaacson & Cisneros; Kemp Jones & Coulthard, LLP; Lynch Hopper  
7 & Salzano, LLP and Carraway & Associates, LLC to represent them in the underlying claim and in this  
8 legal action, and that they are entitled by NRS Chapter 40, other statutes and common law to recover,  
9 amongst other things and entitlements therein, reasonable attorney's fees, expert fees, costs, expenses  
10 and interest upon the same as part of any judgment rendered in this matter. Furthermore, due to  
11 UPONOR's disclaimer of liability and/or other conduct, Plaintiffs may be entitled to extra-statutory  
12 damages according to proof, including but not limited to personal and/or punitive damages.

13 28. Pursuant to NRS §40.600 through 40.695 inclusive and to the fullest extent of the law,  
14 Plaintiffs seek recovery for injuries and/or damages. Plaintiffs' damages exceed \$10,000.00.

#### 15 VI.

#### 16 **FIRST CAUSE OF ACTION**

#### 17 **(Breach of Implied Warranties of Fitness for Particular Purpose, Merchantability, Habitability, Quality, and Workmanship)**

18 29. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this Complaint  
19 as though fully set forth herein.

20 30. Plaintiffs are informed and believe, and thereon allege, that Defendants, including DOES  
21 and ROES, were engaged in and were responsible for the design, development, testing, manufacture,  
22 distribution, supply, marketing, sale and warranting of defective high zinc Wirsbo brand plumbing  
23 systems and attendant high zinc brass plumbing components installed and used in the Las Vegas Valley  
24 and/or were involved in the planning, development, design, construction, warranting, repair, selection  
25 of materials, supply of materials, installation of materials and/or sale of the Subject Homes, which  
26 contain defective high zinc Wirsbo brand plumbing systems and attendant high zinc brass components,  
27 and that Plaintiffs were intended third-party beneficiaries of each and every such act and/or warranty.

28

CANEPA RIEDY & RUBINO  
 851 South Rampart Boulevard, Suite 100 • Las Vegas, Nevada 89145-1885  
 Telephone (702) 304-2333 Facsimile (702) 304-2336

31. By designing, making, marketing, supplying, selecting, installing and/or causing the high zinc Wirsbo brand plumbing systems and attendant high zinc brass plumbing components to be installed in the Subject Homes, Defendants expressly and/or impliedly warranted that said systems and components were free of defective materials, were of merchantable quality, were suitable and fit for the ordinary purpose for which said systems and components were intended, were safe, were proper, and that the Subject Homes were constructed in a workmanlike manner and were habitable. Defendants also actively sought to distribute their products in this marketplace by making certain representations and warranties about their plumbing system to national, state and/or local agencies, such as local building authorities, wherein the product system was marketed and sold as approved for use in accordance with national, state and/or local laws. As a result of such representations and warranties, national, state and/or local agencies approved the high zinc Wirsbo brand plumbing system and attendant plumbing component parts for use, conveying such defective information and warranties to Plaintiffs.

32. Further, Defendants impliedly warranted that the high zinc Wirsbo brand plumbing systems and attendant brass plumbing components were fit for the particular purpose they were intended, and that said systems and components would perform in a defect-free manner.

33. Plaintiffs purchased their homes in reliance on the implied warranties and/or promises made by the Defendants, including DOES and ROES, and each of them.

34. Plaintiffs are informed and believe, and thereon allege, that Defendants, including DOES and ROES, breached said warranties by failing to adequately and properly develop, design, manufacture, assemble, distribute, market, sell, warrant, select materials, install and/or cause to be installed the high zinc Wirsbo brand plumbing systems and attendant plumbing components in the Subject Homes and/or by failing to provide defect-free plumbing systems and attendant plumbing components in the Subject Homes.

35. Plaintiffs, or some of them, have notified Defendants, and each of them, of said breach of implied warranties and said Defendants have refused and continue to refuse to remedy these defects.

36. As a direct and proximate result of the breaches of the implied warranties by Defendants, including DOES and ROES, and each of them as herein alleged, Plaintiffs have been, and will continue to be, caused damage as more fully described herein, including but not limited to product failures.

CANEPA RIEDY & RUBINO  
 851 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4985  
 Telephone (702) 794-2333 Facsimile (702) 794-2336

1 dezincification corrosion, leaks, blockages, loss of use and function of the plumbing systems and related  
 2 improvements and/or appliances provided by others, resultant damage to the Subject Homes and work  
 3 of others (e.g., water loss, damage to framing, drywall and/or other building materials), resultant damage  
 4 to water quality, economic losses including costs of maintenance and/or repair, and all reasonable fees,  
 5 costs, interest and/or expenses associated therewith. These damages and others are expected to increase  
 6 over time as the defective systems and components continue to fail.

7 37. As a further direct and proximate result of the breaches of the implied warranties by  
 8 Defendants, including DOES and ROES, and each of them as herein alleged, Plaintiffs have suffered  
 9 injuries and/or damages in an amount not fully known but believed to be within the jurisdiction of this  
 10 Court in that they have been and will hereafter be required to perform works of repair, restoration, and  
 11 construction to all or portions of the Subject Homes to prevent further damage and to restore the Subject  
 12 Homes to their proper condition. Plaintiffs will establish the amount of their damages at the time of trial  
 13 according to proof.

14 38. As a further direct and proximate result of the breaches of the implied warranties by  
 15 Defendants, including DOES and ROES, and each of them, Plaintiffs have been compelled to resort to  
 16 litigation against Defendants to judicially resolve their differences. Plaintiffs request an award of  
 17 consequential damages, including, but not limited to attorney's fees and costs incurred herein, in  
 18 amounts to be established at the time of trial, which includes all fees and expenses incurred before the  
 19 filing of this complaint.

20 39. Plaintiffs hereby incorporate their prayers for relief as though set forth herein.

21 40. Plaintiffs are entitled to recover their attorney's fees, costs and expenses pursuant to NRS  
 22 40.600 et seq., NRS 116.4117, NRS 18.010 and other laws.

23 **VII.**  
 24 **SECOND CAUSE OF ACTION**  
**(Breach of Express Warranties as Against Defendant UPONOR Only)**

25 41. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this Complaint  
 26 as though fully set forth herein.

27 42. Defendant UPONOR did prepare, distribute and provide express warranties as part of the  
 28 high zinc Wirsbo brand plumbing system. These warranties provide coverage for certain defects in the

CANEPA RIEDY & RUBINO  
 801 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4882  
 Telephone (702) 364-2335 Facsimile (702) 364-1336

1 plumbing system. These warranties were intended for use by customers and end users of the plumbing  
 2 system, including Plaintiffs, who relied upon such warranties and paid for them as part of the purchase  
 3 of their homes or assumption of duties related to the Subject Homes.

4 43. Defendant UPONOR expressly warranted to Plaintiffs and/or their predecessors in  
 5 interest, or their public representatives, that the high zinc Wirsbo brand plumbing system was developed,  
 6 designed, manufactured and distributed in conformance with and any and all applicable safety standards,  
 7 building and product codes, standards and regulations. In so doing, Defendant UPONOR expressly  
 8 warranted that its product system was fit, sound and safe, and would remain so for a reasonable period  
 9 of time. Plaintiffs are further informed and believe, and thereon allege, that the express warranties made  
 10 and used by Defendant UPONOR has at all relevant times been written in the form of, by example, and  
 11 without limitation: product catalogues, instruction manuals, ASTM and/or other codes or standards,  
 12 advertising flyers, brochures, sales literature, promotional packages, signs, magazine and newspaper  
 13 articles and advertisements, all designed to promote the introduction and ultimate sale of the defective  
 14 high zinc Wirsbo brand plumbing system in this marketplace, and to promote the belief that said system  
 15 had been properly developed, designed, manufactured and distributed for use in this particular  
 16 jurisdiction. Further, Plaintiffs allege that the express warranties were also oral, including without  
 17 limitation, statements made to Plaintiffs and/or public representatives in introducing, marketing and  
 18 offering the plumbing system for approval and use in this jurisdiction.

19 44. Plaintiffs purchased their homes in reliance of the express warranties, affirmations of fact,  
 20 and promises made by Defendant UPONOR. Plaintiffs, and each of them, have duly performed all the  
 21 conditions and covenants of said warranties on their part to be performed.

22 45. Plaintiffs, or some of them, notified Defendant UPONOR of said breach of warranties,  
 23 and Defendant UPONOR has refused, and continues to refuse, to remedy the defective conditions at the  
 24 Subject Homes.

25 46. As a direct and proximate result of the breaches of the express warranties by Defendant  
 26 UPONOR as herein alleged, Plaintiffs have been, and will continue to be, caused damage as more fully  
 27 described herein, including but not limited to product failures, dezincification corrosion, leaks,  
 28 blockages, loss of use and function of the plumbing systems and related improvements and/or appliances

CANEPA RUEDY & RUBINO  
 855 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4885  
 Telephone: (702) 366-2335 • Facsimile: (702) 366-2336

provided by others, resultant damage to the Subject Homes and work of others (e.g., water loss, damage to framing, drywall and/or other building materials), resultant damage to water quality, economic losses including costs of maintenance and/or repair, and all reasonable fees, costs, interest and/or expenses associated therewith. These damages and others are expected to increase over time as the defective systems and components continue to fail.

47. As a further direct and proximate result of the breaches of the express warranties by Defendant UPONOR as herein alleged, Plaintiffs have suffered injuries and/or damages in an amount not fully known but believed to be within the jurisdiction of this Court in that they have been and will hereafter be required to perform works of repair, restoration, and construction to all or portions of the Subject Homes to prevent further damage and to restore the Subject Homes to their proper condition. Plaintiffs will establish the amount of their damages at the time of trial according to proof.

48. As a further direct and proximate result of the breaches of the express warranties by Defendant UPONOR as herein alleged, Plaintiffs have been compelled to resort to litigation against Defendants to judicially resolve their differences. Plaintiffs request an award of consequential damages, including, but not limited to attorney's fees and costs incurred herein, in amounts to be established at the time of trial, which includes all fees and expenses incurred before the filing of this complaint.

49. Plaintiffs hereby incorporate their prayers for relief as though set forth herein.

50. Plaintiffs are entitled to recover their attorney's fees, costs and expenses pursuant to NRS 40.600 et seq., NRS 116.4117, NRS 18.010 and other laws.

**VIII.**  
**THIRD CAUSE OF ACTION**  
**(Negligence, Including Negligent Misrepresentation, Failure to Warn/Instruct, Negligent Selection and Negligent Installation)**

51. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this Complaint as though fully set forth herein.

52. Plaintiffs allege that Defendants, including DOES and ROES, and each of them, knew or should have known that the high zinc Wirsbo brand plumbing systems and attendant high zinc brass plumbing components were not properly or adequately designed, tested, engineered, marketed, distributed, marked, labeled, represented (including instructions and warnings), selected or installed,

CANEPA RIEDY & RUBINO  
 851 South Rampart Boulevard, Suite 160 - Las Vegas, Nevada 89145-4885  
 Telephone: (702) 304-1335 Facsimile: (702) 304-2136

1 such that Plaintiffs have been substantially damaged or injured thereby, and that said Defendants knew  
 2 or should have known that the Subject Homes, which contain defective high zinc Wirsbo brand  
 3 plumbing systems and attendant high zinc brass plumbing components, are defective because they are  
 4 not, and were not, developed, designed, manufactured, assembled, constructed, plumbed, distributed,  
 5 marketed, sold and/or warranted in accordance with applicable laws, codes and/or standards of care.

6 53. Plaintiffs allege that the Defendants, including DOES and ROES, and each of them, were  
 7 under a duty to exercise ordinary care to avoid reasonably foreseeable harm to Plaintiffs, and knew or  
 8 should have foreseen with reasonable certainty that Plaintiffs would suffer injury and/or monetary  
 9 damages as set forth herein.

10 54. Plaintiffs are informed and believe, and thereon allege, that Defendants, including DOES  
 11 and ROES, breached said duty by negligently designing, developing, manufacturing, distributing,  
 12 marketing and/or selling unreasonably unsafe and defective plumbing systems and attendant parts, which  
 13 were installed and used in the Subject Homes, and/or by selecting and/or installing said plumbing  
 14 systems and components in the Subject Homes, or causing the same to be installed, in a manner  
 15 inconsistent with manufacturer's specifications, local, state and national codes and/or standards of  
 16 performance within the industry, as well as failing to select and/or use materials that are capable of  
 17 performing in a defect-free manner.

18 55. Defendants' negligence alleged above includes the failure to provide adequate  
 19 information to local building code authorities. Plaintiffs and/or their predecessors in interest are  
 20 members of the class of persons which the building codes and ordinances were designed to protect.  
 21 Such violations are negligence per se on the part of Defendants, and each of them.

22 56. Defendants' negligence includes misrepresentations about the defective plumbing systems  
 23 and components given to Plaintiffs and/or Plaintiffs' representatives, upon which Plaintiffs or their  
 24 representatives relied, all to their detriment and damage.

25 57. As a direct and proximate result of the Defendants' negligence, including DOES and  
 26 ROES, and each of them as herein above alleged, Plaintiffs have been, and will continue to be, caused  
 27 damage as more fully described herein, including but not limited to including but not limited to product  
 28 failures, dezincification corrosion, leaks, blockages, loss of use and function of the plumbing system and



CANEPA RIEDY & RUBINO  
851 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4885  
Telephone (702) 364-2335 Facsimile (702) 364-2336

1 related improvements and/or appliances provided by others, resultant damage to the Subject Homes and  
2 work of others (e.g., water loss, damage to framing, drywall and/or other building materials), resultant  
3 damage to water quality, economic losses including costs of maintenance and/or repair, and all  
4 reasonable fees, costs, interest and/or expenses associated therewith. These damages and others are  
5 expected to increase over time as the defective systems and components continue to fail.

6 58. As a further direct and proximate result of Defendants' negligence, including DOES and  
7 ROES, and each of them as herein above alleged, Plaintiffs have suffered injuries and/or damages in  
8 an amount not fully known but believed to be within the jurisdiction of this Court in that they have been  
9 and will hereafter be required to perform works of repair, restoration, and construction to all or portions  
10 of the Subject Homes to prevent further damage and to restore the Subject Homes to their proper  
11 condition. Plaintiffs will establish the amount of their damages at the time of trial according to proof.

12 59. As a further direct and proximate result of the breaches of Defendants' negligence,  
13 including DOES and ROES, and each of them, Plaintiffs have been compelled to resort to litigation  
14 against Defendants to judicially resolve their differences. Plaintiffs request an award of consequential  
15 damages, including, but not limited to attorney's fees and costs incurred herein, in amounts to be  
16 established at the time of trial, which includes all fees and expenses incurred before the filing of this  
17 complaint.

18 60. The damages and/or injuries suffered by Plaintiffs, as set forth herein, are of the kind  
19 which ordinarily do not occur in the absence of negligence, negligence per se, carelessness and/or as a  
20 result of unworkmanlike conduct.

21 61. The damages and/or injuries suffered by Plaintiffs, as set forth herein, were caused by an  
22 agency or instrumentality over which Defendants had the exclusive right or control, and which was not  
23 mishandled or otherwise changed after Defendants relinquished control.

24 62. The damages and/or injuries suffered by Plaintiffs, as set forth herein, were not due to  
25 any voluntary action on the part of Plaintiffs.

26 63. Defendants have superior knowledge and/or are in a better position to explain the  
27 damages and/or injuries suffered by Plaintiffs, as set forth herein.  
28

64. Plaintiffs incorporate by reference, as if set forth herein, the particular statement of damages described in the prayer for relief.

65. Plaintiffs are entitled to recover their attorney's fees, costs and expenses pursuant to NRS 40.600 et seq., NRS 116.4117, NRS 18.010 and other laws.

**IX.**  
**FOURTH CAUSE OF ACTION**  
**(Strict Products Liability)**

66. Plaintiffs incorporate by reference and reallege each and every Paragraph alleged above, as though fully set forth herein.

67. At all relevant times herein. Defendants, including DOES and ROES, developed, designed, manufactured, supplied, distributed, marketed, sold, warranted, selected materials and installed, or caused to be installed, defective plumbing systems and component parts as heretofore identified in the Subject Homes, notably defective high zinc Wirsbo brand plumbing systems and attendant high zinc brass plumbing components that have prematurely failed due to dezincification corrosion, so as to cause the Subject Homes to be in a dangerous, defective, unsafe and unfit condition for habitation.

68. Defendants knew and/or should have known and expected that their products would be placed in the stream of commerce, and on the market, and would reach Plaintiffs without substantial change and would be installed in the same defective condition in which they were originally designed, manufactured and sold.

69. At all times relative hereto. Defendants, including DOES and ROES, owed a duty of reasonable care to the Plaintiffs in the design, development, manufacture, distribution, marketing, sale, use, selection and installation of materials in the Subject Homes.

70. Defendants breached their duties by failing to adequately and properly design, develop, manufacture, distribute, market, sell, select and/or install the plumbing systems and component parts in the Subject Homes in that said system and component parts are defective and/or otherwise unsuitable for use, resulting in failures and damage to Plaintiffs. For example, but not by way of limitation, the plumbing systems and components have failed (dezincified), caused damage to other property, caused blockage, stress corrosion cracking, weeping, leakage, loss of functionality and use and other damages,



CANEPA RIEDY & RUBINO  
 451 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4885  
 Telephone (702) 394-2335 Facsimile (702) 394-2285

1 as previously set forth. Defendants also had prior notice and knowledge of said defects and potential  
 2 damages generally, and failed to act timely and accordingly to remedy these defects.

3 71. As a direct and proximate result of the foregoing, Plaintiffs have suffered injuries and/or  
 4 damages in an amount not fully known but believed to be within the jurisdiction of this Court in that they  
 5 have been and will hereafter be required to perform works of repair, restoration, and construction to all  
 6 or portions of the Subject Homes to prevent further damage and to restore the Subject Homes to their  
 7 proper condition. Plaintiffs will establish the amount of their damages at the time of trial according to  
 8 proof.

9 72. As a further direct and proximate result of the foregoing, Plaintiffs have been compelled  
 10 to resort to litigation against Defendants to judicially resolve their differences. Plaintiffs request an  
 11 award of consequential damages, including, but not limited to attorney's fees and costs incurred herein,  
 12 in amounts to be established at the time of trial, which includes all fees and expenses incurred before  
 13 the filing of this complaint.

14 73. Plaintiffs' damages and/or injuries, as set forth herein, are sufficient circumstantial  
 15 evidence of proof of the existence of a defect, or an unreasonably dangerous condition, and evidence of  
 16 a defect, or an unreasonably dangerous condition, is properly inferred under the doctrine of res ipsa  
 17 loquitur.

18 74. Plaintiffs hereby incorporate their prayers for relief as though set forth herein.

19 75. Plaintiffs are entitled to recover their attorney's fees, costs and expenses pursuant to NRS  
 20 40.600 et seq., NRS 116.4117, NRS 18.010 and other laws.

21 **X.**  
 22 **FIFTH CAUSE OF ACTION**  
 23 **(Declaratory and Equitable Relief)**

24 76. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this Complaint  
 25 as though fully set forth herein.

26 77. Pursuant to NRS 30.040, any person whose rights, status or other legal relations are  
 27 affected by a statute is entitled to have the Court determine any question of construction or validity  
 28 arising under such statute by obtaining a declaration of their rights, status or other legal relations under  
 such statute.

CANEPARIEDY & RUBINO  
 111 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4585  
 Telephone (702) 364-2335 Facsimile (702) 364-2336

78. Pursuant to NRS 30.130, when a party seeks declaratory relief, such as the relief sought herein, any person who has or claims any interest which would be affected by the declaration, shall be made a party to the declaratory relief action.

79. The purpose of NRS 30.010, *et seq.*, is to settle and afford relief from uncertainty and insecurity with respect to rights, status and other legal relations, and these statutes are to be literally construction and administered (NRS 30.140).

80. Plaintiffs are informed and believe, and thereon allege, that an actual controversy and dispute exists by and between Plaintiffs and Defendants concerning Plaintiffs' rights under NRS 40.600 *et seq.*; Plaintiffs' rights under other Nevada statutes; Plaintiffs' rights at common law; the sufficiency of UPONOR's NRS Chapter 40 response and Plaintiffs' entitlement to extra-statutory remedies. Plaintiffs are further informed and believe, and thereon allege, that an actual controversy and dispute exists by and between Plaintiffs and Defendants concerning the ability of Plaintiffs to bring claims in their representative capacity(ies) or as a class action. The determination of these issues is essential to the administration of justice in this case. Plaintiffs respectfully ask the Court to resolve these issues prior to trial.

81. Plaintiffs are further informed and believe, and thereon allege, that an actual controversy and dispute exists by and between Plaintiffs and Defendants about the scope and/or adequacy of legal rights and remedies available to Plaintiffs pursuant to NRS Chapter 40, pursuant to other Nevada statutes and at common law. The determination of these issues is essential to the administration of justice in this case. Plaintiffs respectfully ask the Court to resolve these issues prior to trial.

82. Plaintiffs are further informed and believe, and thereon allege, that an actual controversy and dispute exists by and between Plaintiffs and Defendants concerning their respective rights and duties in that Plaintiffs claim that Defendants acted negligently, breached express and implied warranties and are strictly liable for the existence of defects in the high zinc Wirsbo brand plumbing systems and attendant high zinc brass plumbing components installed and used in the Subject Homes. The determination of these issues is essential to the administration of justice in this case. Plaintiffs respectfully ask the Court to resolve these issues prior to trial.

CANEPA RIEDY & RUBINO  
 831 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4885  
 Telephone (702) 364-2333 Facsimile (702) 364-2336

83. Plaintiffs are further informed and believe, and thereon allege, that an actual controversy and dispute exists by and between Plaintiffs and Defendants concerning their respective rights and duties in that Plaintiffs claim that they have incurred, and will continue to incur, expenses, including costs of investigation, testing, analysis and repair, all in an amount to be established at the time of trial. Plaintiffs respectfully ask the Court to resolve these issues prior to trial

84. Plaintiffs are further informed and believe, and thereon allege, that an actual controversy and dispute exists by and between Plaintiffs and Defendants concerning their respective rights and duties in that Plaintiffs claim that as a proximate and legal result of the negligent conduct, breach of warranties and other wrongful conduct of Defendants, and each of them, and the defective conditions affecting the Subject Homes, Plaintiffs have been compelled to resort to litigation to judicially resolve their differences. Plaintiffs request an award of consequential damages, including, but not limited to attorney's fees and costs incurred in such litigation, in amounts to be established at the time of trial, including all fees and expenses incurred before the filing of this Complaint, pursuant to NRS 40.600 *et seq.* NRS 116.4117, NRS 18.010 and other laws. The determination of these issues is essential to the administration of justice in this case. Plaintiffs respectfully ask the Court to resolve these issues prior to trial.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For general and special damages pursuant to NRS 40.600 *et seq.* and all other statutory or common law causes of action, as plead in this Complaint, all in an amount in excess of \$10,000;
2. For the costs of repair and/or replacement of defects, in a sum to be determined according to proof;
3. For extra-statutory damages based on the Defendants' conduct and responses during the NRS Chapter 40 claims process;
4. For costs and expenditures to correct, cure or mitigate injustices and damages caused or that will be caused by defects and/or deficiencies as set forth in the above Complaint;
5. Economic losses associated with the defects and/or deficiencies, including loss of use, relocation and alternative housing;

1           6.       For an award of reasonable attorney's fees, costs, expert costs and expenses incurred in  
2 investigating the constructional defects in the Subject Homes and prosecuting all of these claims,  
3 including all fees and expenses incurred before the filing of this Complaint, pursuant to NRS 40.600 *et*  
4 *seq.*, NRS 116.4117, NRS 18.010 and other laws;

5           7.       For an award of pre-judgment interest on all monetary damages, fees and costs award in  
6 this action.

7           8.       For a declaration of the interpretation, construction and applicability of NRS Chapter 116  
8 and NRS 40.600 *et. seq.* as it pertains to the facts and circumstances alleged herein;

9           9.       A declaration that the instant action is properly commenced pursuant to NRS Chapter  
10 116, NRS 40.600 *et seq.*, and at common law, and resolves any and all disputes between Plaintiffs and  
11 Defendants which arise out of the constructional defects, conduct, transactions and occurrences set forth  
12 in the above Complaint;

13           10.      For a declaratory judgment adjudicating the relative rights and duties of the parties;

14           11.      For such further declaratory and equitable relief as the Court may deem necessary and  
15 appropriate under the circumstances; and

16  
17  
18 ///

19  
20 ///

21  
22 ///

23  
24 ///

25  
26 ///

27  
28 ///

CANEPA RIEDY & RUBINO  
851 South Rampart Boulevard, Suite 150 • Las Vegas, Nevada 89145-4885  
Telephone: (702) 364-1115 Facsimile: (702) 364-2336

12. For such further and other relief as the Court may deem, fair, just and proper.

DATED this 7th day of April, 2011.

CANEPA RIEDY & RUBINO

By: 

SCOTT K. CANEPA, ESQ.  
Nevada State Bar No. 004556  
TERRY W. RIEDY, ESQ.  
Nevada State Bar No. 003895  
851 S. Rampart Blvd., Suite 160  
Las Vegas, Nevada 89145

J. Randall Jones (Nev. Bar #1927)  
KEMP, JONES & COULTHARD LLP  
3800 Howard Hughes Parkway, 17th Floor  
Las Vegas, Nevada 89109

Francis I. Lynch (Nev. Bar #4515)  
LYNCH, HOPPER & SALZANO, LLP  
1640 Alta Drive, Suite 11  
Las Vegas, Nevada 89106

Robert C. Maddox (Nev. Bar #4002)  
MADDOX, ISAACSON & CISNEROS  
3811 W. Charleston Blvd. #110  
Las Vegas, Nevada 89102

James D. Carraway, Esq. (Nev. Bar #7642)  
CARRAWAY & ASSOCIATES, LLC  
7674 West Lake Mead Blvd., Ste. 215  
Las Vegas, NV 89128

*Class Counsel*

CANEPA RIEDY & RUBINO  
851 South Rampart Boulevard, Suite 160, Las Vegas, Nevada 89145-4885  
Telephone: (702) 364-2335 Facsimile: (702) 364-2336

ALL DOCUMENTS CONTAINED HEREIN ARE UNCLASSIFIED

# **EXHIBIT 1**



GROTEFELD & HOFFMANN  
Attorneys At Law

March 22, 2010

INTENDED FOR MEDIATION AND SETTLEMENT PURPOSES ONLY—  
PROTECTED FROM DISCLOSURE PURSUANT TO ALL APPLICABLE NEVADA  
STATUTES INCLUDING, BUT NOT LIMITED TO, NRS 40.680 AND 48.109

*Via E-Mail and U.S. Mail*

Mr. Terry W. Riedy, Esq.  
Canepa Riedy & Rubino  
851 S. Rampart Blvd. Suite 160  
Las Vegas, Nevada 89145

Re: Response to Notice of Defect Pursuant to NRS 40.645: Dakota  
Homeowners Association

Dear Mr. Riedy:

As you are aware, Grotefeld, Hoffmann, Schleiter, Gordon & Ochoa, LLP, along with Bremer, Whyte, Brown and O'Meara represent Uponor, Inc. and Wirsbo regarding certain Clark County, Nevada based claims. We are in receipt of your NRS Chapter 40 Notice letter dated March 5, 2010, sent on behalf of the Dakota Homeowners Association pursuant to NRS 40.645, in connection with the 21 buildings consisting of 173 homes referred to in the March 5, 2010 letter. This correspondence will serve as Uponor and Wirsbo's initial response, pursuant to 40.645, to that Notice letter.

As Uponor's formal response to your Chapter 40 Notice letter, please be advised that Uponor declines to undertake repairs related to the claimed condition of the plumbing system in the residences referenced above.

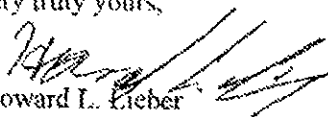
Your correspondence to Uponor indicates that you are providing the Notice letter based on NRS 40. Uponor did not serve as a "subcontractor" in connection with the above referenced development. Furthermore, Uponor does not believe that it qualifies as a "supplier" for purposes of NRS 40.645 or NRS 40.646 given the definition of "supplier" as set forth in NRS 40.634. Consequently, Uponor does not believe that Chapter 40 is applicable to it for purposes of your correspondence sent pursuant to NRS 40.645.

Mr. Terry W. Riedy, Esq.  
March 22, 2010  
Page 2

Notwithstanding Uponor's formal declination of your Chapter 40 notice, we do wish to remain in contact with you regarding this claim and its future handling by your office.

Should you have any questions with respect to the foregoing, please feel free to contact the us.

Very truly yours,

  
Howard L. Kieber

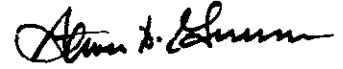
HLL/sr  
cc: Mr. John Schleiter  
Mr. Peter Brown



EXHIBIT “2”

EXHIBIT “2”

Electronically Filed  
04/29/2011 08:28:25 AM

  
CLERK OF THE COURT

1 **SUMM**  
2 SCOTT K. CANEPA, ESQ.  
3 Nevada Bar No. 004556  
4 TERRY W. RIEDY, ESQ.  
5 Nevada State Bar No. 003895  
6 **CANEPA RIEDY & RUBINO**  
7 851 South Rampart Boulevard, Suite 160  
8 Las Vegas, Nevada 89145-4885  
9 Telephone: (702) 304-2335  
10 Facsimile: (702) 304-2336

11 ROBERT C. MADDOX, ESQ.  
12 Nevada Bar No. 004002  
13 TROY L. ISAACSON, ESQ.  
14 Nevada Bar No. 006690  
15 MADDOX, ISAACSON & CISNEROS  
16 3811 W. Charleston, Suite 110  
17 Las Vegas, Nevada 89101  
18 Tel. (702) 366-1900  
19 Fax (702) 366-1999

20 J. RANDALL JONES, ESQ.  
21 Nevada Bar No. 001927  
22 KEMP JONES & COULTHARD, LLP  
23 3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
24 Las Vegas, Nevada 89169

25 FRANCIS LYNCH, ESQ.  
26 Nevada Bar No. 004145  
27 LYNCH HOPPER & SALZANO, LLP  
28 231 S. Third Street, Suite 130  
Las Vegas, Nevada 89101

JAMES C. CARRAWAY, ESQ.  
Nevada Bar No. 007642  
CARRAWAY & ASSOCIATES, LLC  
1050 Indigo Drive, Suite 200B  
Las Vegas, Nevada 89145  
Tel. (702) 632-1580

*Attorneys for Plaintiff*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

\*\*\*

25 DAKOTA CONDOMINIUM ASSOCIATION, )  
26 INC., a Nevada non-profit community association, )  
27 individually and in its representative capacity; )  
28 DOE HOMEOWNERS 1 - 200, )  
Plaintiffs, )

CASE NO. A638395  
DEPT. NO. XXII

**SUMMONS**

UPONOR, INC.

CANEPA RIEDY & RUBINO  
851 South Rampart Boulevard, Suite 160 - Las Vegas, Nevada 89145-4885  
Tel. (702) 304-2335 Fax (702) 304-2336

CANEPA RIEDY & RUBINO  
 851 South Rampart Boulevard, Suite 160 • Las Vegas, Nevada 89145-4585  
 Tel: 702.734.2336 Fax: 702.734.2336

1 vs. )  
 2 UPONOR, INC., a Delaware corporation; )  
 3 UPONOR CORPORATION, a Finnish )  
 4 corporation, DOE INDIVIDUALS 1-50; and ROE )  
 5 BUSINESS or GOVERNMENTAL ENTITIES 1- )  
 6 50, including Nevada corporations, )  
 7 Defendants. )

7 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**  
 8 **WITHOUT BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE**  
 9 **INFORMATION BELOW.**

10 **TO THE DEFENDANT:** A Complaint has been filed by the Plaintiff(s) against you for the  
 11 relief set forth in the Complaint.

12 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you  
 13 exclusive of the day of service, you must do the following:

14 a. File with the Clerk of this Court, whose address is shown below, a formal written  
 15 response to the Complaint in accordance with the rules of the Court.

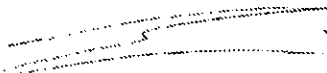
16 b. Serve a copy of your response upon the attorney whose name and address is  
 17 shown below.

18 2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and  
 19 this Court may enter a judgment against you for the relief demanded in the Complaint, which could  
 20 result in the taking of money or property or other relief requested in the Complaint.

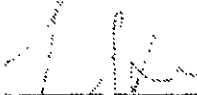
21 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly  
 22 so that your response may be filed on time.

23 Issued at direction of:

24 CANEPA RIEDY & RUBINO

25 By:   
 26 SCOTT K. CANEPA, ESQ.  
 Nevada State Bar No. 004556  
 27 TERRY W. RIEDY, ESQ.  
 Nevada State Bar No. 003895  
 851 S. Rampart Blvd., Suite 160  
 28 Las Vegas, Nevada 89145  
*Attorneys for Plaintiff*

CLERK OF COURT

By:  APR 08 2011  
 DEPUTY CLERK Date  
 County Courthouse  
 200 Lewis Avenue  
 Las Vegas, Nevada 89105

SCOTT K. CANEPA, ESQ., NSB#4556

CANEPA RIEDY & RUBINO  
851 SOUTH RAMPART, SUITE 160  
LAS VEGAS, NEVADA 89145

(702) 304 2325

DISTRICT COURT  
CLARK COUNTY, NEVADA

DAKOTA CONDOMINIUM ASSOCIATION,  
INC. Plaintiffs,  
vs  
UPONOR, INC., et al.  
Defendants.

Case No.: A638395

Dept. No.: XXII

AFFIDAVIT OF SERVICE OF UPONOR, INC.

I, GAVIN PETERSON, being duly sworn says: That at all times herein affiant was over 18 years of Age, not a party to or interested in the proceeding in which this affidavit is made. That Affiant received one copy of the SUMMONS and COMPLAINT and served the same by delivering a copy to the Defendant, UPONOR, INC., in the following manner:

X BY PERSONAL SERVICE to the Registered Agent: DANIEL T. KADLEC, ESQ.

Date/Time Served APRIL 18, 2011, 2:51 PM

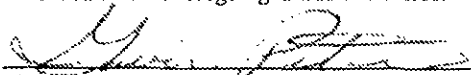
Served To DANIEL T. KADLEC, ESQ.

Served At 7900 XERXES AVE S #1700 MINNEAPOLIS, MN 55431

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

EXECUTED this 18<sup>th</sup> day of April, 2011

No Notary is Required per NRS 53.045

  
Signature of Person Making Service

Served for:

SOUTHERN NEVADA PROCESS SERVICE

9041 S Pecos Rd Ste 4170

Henderson, NV 89074

Telephone (702) 319-5300 Fax 319-5301

Nevada License Number 662

45171

EXHIBIT “3”

EXHIBIT “3”

Electronically Filed  
05/17/2011 03:01:15 PM

  
CLERK OF THE COURT

1 IAFD  
2 PETER C. BROWN, ESQ.  
3 Nevada State Bar No. 5887  
4 BREMER WHYTE BROWN & O'MEARA LLP  
5 7670 WEST LAKE MEAD BOULEVARD  
6 SUITE 225  
7 LAS VEGAS, NV 89128  
8 TELEPHONE: (702) 258-6665  
9 FACSIMILE: (702) 258-6662  
10 [pbrown@bremerandwhyte.com](mailto:pbrown@bremerandwhyte.com)

11 Attorneys for Defendant,  
12 UPONOR, INC.

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 DAKOTA CONDOMINIUM ASSOCIATION, a	) Case No. A638395
16 Nevada non-profit community association,	) Dept No.: XXII
17 individually and in its representative capacity;	)
18 DOE Homeowner/Condominium/Community	) <b>INITIAL APPEARANCE FEE</b>
19 Associations 1-10,000; DOE/ROE PERSONS 1-	) <b>DISCLOSURE</b>
20 250,00,	)
21	)
22 Plaintiffs,	)
23	)
24 vs.	)
25	)
26 WIRSBO COMPANY, an Illinois corporation;	)
27 UPONOR WIRSBO COMPANY, an Illinois	)
28 company; UPONOR, INC., an Illinois	)
corporation; UPONOR CORPORATION, a	)
Finnish corporation, UPONOR NORTH	)
AMERICA, INC., a Delaware corporation; DOE	)
INDIVIDUALS 1-20,00 and ROE BUSINESS	)
or GOVERNMENTAL ENTITIES 1-20,000.	)
	)
Defendants.	)

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

BREMER WHYTE BROWN &  
O'MEARA LLP  
7670 West Lake Mead Blvd  
Suite 225  
Las Vegas, NV 89128  
(702) 258-6665

1 Pursuant to N.R.S. Chapter 19, as amended by Senate Bill 106, filing fees are submitted for  
2 parties appearing in the above-entitled action as indicated below:

3 UPONOR, INC. \$473.00

4 TOTAL REMITTED: \$473.00

5 Dated: May 17, 2011

BREMER WHYTE BROWN & O'MEARA LLP

6  
7 By: 

Peter C. Brown, Esq.  
Nevada State Bar No. 5887  
Attorneys for Defendant  
UPONOR, Inc.

Electronically Filed  
05/17/2011 03:02:13 PM

  
CLERK OF THE COURT

1 IAFD  
2 PETER C. BROWN, ESQ.  
3 Nevada State Bar No. 5887  
4 BREMER WHYTE BROWN & O'MEARA LLP  
5 7670 WEST LAKE MEAD BOULEVARD  
6 SUITE 225  
7 LAS VEGAS, NV 89128  
8 TELEPHONE: (702) 258-6665  
9 FACSIMILE: (702) 258-6662  
10 [pbrown@bremerandwhyte.com](mailto:pbrown@bremerandwhyte.com)

11 Attorneys for Defendant,  
12 UPONOR, INC.

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15	DAKOTA CONDOMINIUM ASSOCIATION, a	) Case No. A638395
16	Nevada non-profit community association,	) Dept No.: XXII
17	individually and in its representative capacity;	)
18	DOE Homeowner/Condominium/Community	) <b>NOTICE OF APPEARANCE</b>
19	Associations 1-10,000; DOE/ROE PERSONS 1-	)
20	250,00,	)
21		)
22	Plaintiffs,	)
23		)
24	vs.	)
25		)
26	WIRSBO COMPANY, an Illinois corporation;	)
27	UPONOR WIRSBO COMPANY, an Illinois	)
28	company; UPONOR, INC., an Illinois	)
29	corporation; UPONOR CORPORATION, a	)
30	Finnish corporation; UPONOR NORTH	)
31	AMERICA, INC., a Delaware corporation; DOE	)
32	INDIVIDUALS 1-20,00 and ROE BUSINESS	)
33	or GOVERNMENTAL ENTITIES 1-20,000.	)
34		)
35	Defendants.	)

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

BREMER WHYTE BROWN &  
O'MEARA LLP  
7670 West Lake Mead Blvd  
Suite 225  
Las Vegas, NV 89128  
(702) 258-6665



1 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that Defendant, UPONOR,  
2 INC., is represented by Peter C. Brown, Esq., of Bremer, Whyte, Brown & O'Meara, LLP, as  
3 attorneys of record in the instant action and all notices, papers, pleadings, correspondence shall be  
4 served upon Peter C. Brown, Esq., on behalf of Defendant, UPONOR, INC., in the above-entitled  
5 matter.

6 Dated: May 17, 2011

BREMER WHYTE BROWN & O'MEARA LLP

7  
8 By: 

Peter C. Brown, Esq.  
Nevada State Bar No. 5887  
Attorneys for Defendant  
UPONOR, Inc.

EXHIBIT “4”

EXHIBIT “4”

1 PETER C. BROWN, ESQ.  
Nevada State Bar No. 5887  
2 BREMER WHYTE BROWN & O'MEARA LLP  
7670 WEST LAKE MEAD BOULEVARD  
3 SUITE 225  
LAS VEGAS, NV 89128  
4 TELEPHONE: (702) 258-6665  
FACSIMILE: (702) 258-6662  
5 pbrown@bremerandwhyte.com

6 Attorneys for Defendant,  
UPONOR, INC.

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 DAKOTA CONDOMINIUM ASSOCIATION, a ) Case No. A638395  
Nevada non-profit community association, ) Dept No.: XXII  
11 individually and in its representative capacity; )  
DOE Homeowner/Condominium/Community ) **DEFENDANT UPONOR, INC.'S**  
12 Associations 1-10,000; DOE/ROE PERSONS 1- ) **NOTICE OF REMOVAL OF ACTION**  
250,00, ) **TO THE UNITED STATES DISTRICT**  
13 ) **COURT FOR THE DISTRICT OF**  
Plaintiffs, ) **NEVADA**

14 vs.  
15

16 WIRSBO COMPANY, an Illinois corporation; )  
UPONOR WIRSBO COMPANY, an Illinois )  
17 company; UPONOR, INC., an Illinois )  
corporation; UPNOR CORPORATION, a )  
18 Finnish corporation, UPONOR NORTH )  
AMERICA, INC., a Delaware corporation; DOE )  
19 INDIVIDUALS 1-20,00 and ROE BUSINESS )  
or GOVERNMENTAL ENTITIES 1-20,000, )

20 Defendants.  
21

22 TO: DAKOTA CONDOMINIUM ASSOCIATION; and

23 TO: SCOTT K. CANEPA, ESQ. and TERRY RIEDY, ESQ. of Canepa Riedy & Rubino;  
24 ROBERT MADDOX, ESQ. and TROY L. ISAACSON, ESQ. of Robert C. Maddox & Associates;  
J. RANDALL JONES, ESQ. of Kemp Jones & Coulthard, LLP; and FRANCIS LYNCH, ESQ. of  
25 Lynch, Hopper & Salzano, LLP; JAMES C. CARRAWAY, ESQ. of Carraway & Associates, LLC  
attorneys for Plaintiff:  
26  
27  
28

1       **PLEASE TAKE NOTICE** that Defendant UPONOR, INC., has filed a Notice of Removal  
2 pursuant to 28 U.S.C. §§ 1332(d)(2)(A), 1441(a) and 1446(a). A copy of UPONOR, INC.'s  
3 Petition for Removal to the United States District Court is attached hereto.

4 Dated: May 17, 2011

BREMER WHYTE BROWN & O'MEARA LLP

5  
6 By: 

Peter C. Brown, Esq.

Nevada State Bar No. 5887

Attorneys for Defendant

UPONOR WIRSBO COMPANY